

1905-039 Chancery Causes: Henry G. Morgan vs. Rebecca J. Wood  
Lee Co

N.B. 1894-1901-1898-017 located at C.H.

CA-Debt  
T-Property

-Deed



To the Hon. H. Sheen Judge of the Circuit  
Court of Lee County Virginia

Humbly Complaining Your Orator Henry J.  
Morgan a citizen of said County, would respectfully  
represent, that Rebecca J Woods wife of W. P. Wood is  
justly indebted to him in the sum of \$2500 - with  
legal interest thereon from the 23<sup>rd</sup> day of July 1894  
Till paid: To show which your Orator states that  
on the 23<sup>rd</sup> day of July 1894 the said Rebecca J Woods  
executed and delivered to your Orator, her certain note  
or bond under seal, which is herewith filed marked (A)  
as a part of this bill, by which said bond or note the  
said Rebecca J Woods on the said 23<sup>rd</sup> day of July 1894  
bound herself <sup>for the use and benefit of Powell Valley Bank</sup> to pay to your Orator <sup>for</sup> four months  
after the last mentioned date the said sum of Twenty  
Five Hundred dollars (written Two Thousand Five Hundred dol-  
lars) value received, with interest from the date of said bond  
being the purchase price of the tract of land <sup>said Rebecca J Woods</sup> in which she  
now lives, and as to said debt the said Rebecca J Woods  
waived the benefits of her homestead exemption; Your  
Orator states that he is now the sole owner of the assets of said  
Bank as it existed at the time said bond was executed.

Your Orator states that on the day said bond was ex-  
ecuted there was paid thereon \$152.66 and since that  
time the following payments have been made thereon  
**Sum \$222** - paid January 8 1895; \$24.40 paid Feb 18 1895  
\$16.50 paid March 16 1895; \$110. paid Oct 22 1895; \$25.00  
paid January 10 1896; \$52.06 paid Jan'y 18 1897; \$94.51 paid  
April 20 1897. \$7.50 paid Augt. 10 1897; \$300. - paid Oct 18 1897.  
\$200. - paid Feb 21 1899. \$18.37 paid Nov. 21 1899. and \$87.49  
paid Feb 21<sup>st</sup> 1901.



Your Orator States that the whole of said note or bond, after applying said credits in payment thereof is now due and owing to your Orator, and that no other payments have been made thereon;

Your Orator States that he has made a careful calculation and statement of this matter, and herewith files the same marked (B) as a further part of this bill, and by an inspection thereof Your Honor will see that on the 21st day of Feb. 1901. the date of the last credit, there was due your Orator from the said Rebecca J. Woods a balance of \$2000-

Your Orator now States that on the 23rd of July 1894 he sold and conveyed by proper deed to the said Rebecca J. Woods the tract of land on which she and her husband now live, containing about 250 acres and lies in the Long Hollow about 14 miles east of Geneva, and a copy of this deed is herewith filed as a further part of this bill marked (C) and by a reference to said deed of conveyance it will be seen that your Orator expressly reserved to himself his equitable vendors lien on the lands mentioned and described in said deed of conveyance for the whole of the purchase price thereof;

Your Orator further States that the note or bond first herein referred to, was executed to him by the said Rebecca J. Woods for the purchase price of the said tract of land and he avers that the same constitutes a valid and subsisting lien on the said tract of land, and to obtain an equitable enforcement of that lien is the object of this bill, and being without an adequate remedy at law, and redressable only in a court of equity. The prayer of your Orator therefore is



that the said Rebecca J Wood be made defendant  
to this bill, and required to answer the same, but not  
on oath for that is waived, and upon a hearing  
thereof a decree be entered in favor of your Orator  
against the said Rebecca J Wood for \$2000 - with legal  
interest thereon from Feb 21 1901 till paid and the costs  
and that said tract of land or so much thereof as may  
be necessary to pay the same be decreed to be sold for  
that purpose, And if in any wise mistaken in this  
his special prayer then your <sup>orator</sup> prays for all general  
and special relief, May the Commonwealths writ  
of Subpoena issue directed to

Perrington Boos P2

Shrifs fee for having writ in this suit paid to S Ely for  
J P. Ely Deputy Sheriff June 19 1903



Costs.

Murray Clerk 7.10  
Curing Clerk 2.86  
City 15.00  
Shuff. 50  
25.46

Henry J. Morgan

vs.  $\frac{2}{3}$  Bill in Chy,

Rebecca J. Woods

1901 1st Feby rules Bill  
filed & pa & entered & D.N.  
" 2nd Feby rules D.N.  
Confirmed & Cause set  
for hearing



To the Hon. H. Sheen Judge of the Circuit  
Court of Lee County Virginia

The answer of Rebecca J. Woods to a bill in  
Chancery exhibited in this Honorable Court against  
her by Henry J. Morgan

This Respondent reserving to herself all proper  
exceptions to said bill, for answer thereto she says  
that it is true that she executed to the Plaintiff  
the note or bond in the bill mentioned for the sum  
of \$2500 - with interest from the date thereof, and  
payments have been made thereon, and she supposes  
they are accurately set out by the plaintiff in his bill

Respondent also says it is true that said note or  
bond was executed for the purchase price of the tract  
of land on which she and her husband now live, lying  
in Long Hollow about 14 miles east of Jerusalem  
containing about 252 acres, and is properly described  
in exhibit (C.) with the Plaintiff's Bill

Respondent says it is likewise true that said tract  
of land was conveyed to her by the plaintiff on the  
23<sup>rd</sup> day of July 1894, and she further says it is also  
true that the plaintiff reserved to himself his equitable  
powers in on said land for the whole of the purchase  
price thereof.

Respondent further says that she has made no calcula-  
tion of the matter, but she is of opinion that there  
is yet due the plaintiff of the purchase money the sum  
of \$2000 - with legal interest thereon from Feb. 21 1901  
till the same is paid, and she is willing that a  
decree for that sum be entered against her in favor of  
the plaintiff, with interest from Feb. 21 1901 till paid



Respondent further says that she is willing that  
a decree be entered in this cause directing said tract  
of land conveyed to her by the plaintiff to be sold to  
pay said debt interest and cost; and she also says  
that she waives all process, and all proceedings at  
law in the cause, and comes into court by this answer  
and confesses judgment against herself in favor of the  
Plff, and agrees that the said tract of land be sold  
to pay the same, and having now answered as fully  
as she is able, prays leave to be dismissed.

Rebecca, J. Wood,



Rebecca J Woods

Acts. } Answer

Henry J Morgan  
Filed in open court and  
by leave thereof March  
4 1901.  
A B Munsey Clerk



Henry J.Morgan,

Complainant,

vs. In Chancery,

Rebecca J.Wood,

Defendant.

This cause came on this day to be heard upon the papers formerly read therein, and the motion of R.L.Pennington Adnr. of the estate of H.J.Morgan, decd., and it being admitted by him that the matters and things involved in said suit have been settled since the death of the said H.J.Morgan, upon his motion this cause is dismissed and stricken from the docket.



J.H. Mayson  
Per Decree

R.J. Hood  
Entered in C.B.  
No. 8-5-18-

Enter this Decree  
May 15, 1905  
J.H. W. Starn



Henry J. Morgan

vs.

Rebecca J. Wood

Pffy

Deft

In Chancery

This cause came on this day to be heard, on the bill of the plaintiff, and the exhibits therewith, and the answer of the defendant Rebecca J. Wood, in which she admits the truth of all the facts alleged in the Plaintiff's bill and was argued by counsel, and it appearing to the Court that the process in the cause had been served on the defendant more than one month before the present time and that the cause had been regularly matured at rules & set for hearing.

On consideration of all which it is adjudged ordered and decreed that the plaintiff Henry J. Morgan recover against the defendant Rebecca J. Wood \$2000 - the balance of the purchase money due in the Plaintiff's bill mentioned with legal interest ~~thereon~~ therefrom from Feb 21 1901 till paid and the cost. And said debt constituting a valid and subsisting lien on the tract of land conveyed by the Pff to the defendant on the 23<sup>rd</sup> of July 1894. It is therefore further adjudged ordered and decreed, that unless the debt before decreed the Pff, be paid to him, by the defendant, or some one for her, within 30 days after the rising of this Court then that the said 20<sup>00</sup> were tract of land in the bill mentioned be sold to pay said debt interest and cost, or so much thereof as may be necessary, at such sale so much cash shall be required as will pay the costs of suit & sale, and as to the residue it shall be payable in 3 equal annual installments with interest from date and the purchaser required to give <sup>bond with</sup> good security for the deferred payments. Said sale shall be made at public auction to the highest bidder at the front door of the Court House on some Court day after notice shall have been given 30 days prior thereto showing time terms and place of sale, and R. L. Pennington is appointed Special Commissioner to execute this decree, who



before doing so, with exonerators, with good security  
before the clerk of this court, <sup>as the surety of \$3,000.</sup> with condition to faithfully  
account for all money he may receive by virtue of the  
proceedings in this cause, and said Court will report  
his action to the Court.

Henry J. Longman

vs. J. D. Campbell

Subscribed & Sworn

Entered on C. O. D. No. 6.

W. 4994 500.

Enter this sum

4994 500



\$2500=

Four Months after date with interest from date I bind  
myself here to pay Henry J. Morgan for the use and  
benefit of Powell Valley Bank the sum of Two thousand  
five Hundred dollars being the purchase price of the  
tract of land in which I now live, value received  
and I hereby waive the benefit of my homestead exemption  
as to this debt. Witness my hand and seal this the  
23rd day of July 1894.

Rebecca J. Wood, (Seal)

The above note is subject to the following credits.

\$152.66 paid the 23rd day of July 1894. the date of note  
\$222.00 paid the 8th day of June 1895 (E. R. Taylor check)  
\$24.40 paid " 18 day of Feb. 1895 (Treated as Discount)  
\$11.50 paid " 16th " " March 1895 ( " " )  
\$110.00 Paid " 22 day of Oct 1895 (Dan Hall note)  
\$25.00 Paid " 10 " " Jan'y 1896 (Part Parsons note)  
\$52.06 Paid " 18 " " Jan'y 1897 (Job. Hyam note)  
\$94.51 Paid " 20 " " April 1897 (Blair note)  
\$7.50 Paid " 10 " " Augt 1897 (John Engelbrecht)  
\$300.00 Paid " 18 " " Oct 1897 (Part cattle money)  
\$200.00 " " 21st " " Feb 1899 (part B. L. Pennington check)  
18.37 1/2 " " 21 " " Nov 1899 in hand 35. Receipt given  
\$89.49 Paid Feb 21 " " Feb 21 1901 check

12,1800  
3590  
118210

2500  
118210  
9317.90

2500  
116273  
1337.27

119063  
3590  
1163.73

999.63  
3590  
963.73

2500  
2963.73  
1536.27



Subscribed Wood  
To  $\frac{4}{3}$  Note \$2500=

H. J. Morgan for use of  
Pawnee Valley Bank

(A)



Gr

152.66	R. J. Wood note for land with interest from July 23 1894 for 2500.00	2500.00
222.00	Credit at date of note - July 23 1894 by this sum paid	152.66
24.40	Interest on same 6% to January 8 1895	2347.34
11.80		64.60
110.00	Credit January 8 1895 by check, paid this date	2411.94
25.00	Int on this balance to Feb. 18 1895	222.00
52.06		2189.94
94.51	Credit Feb 18 <sup>th</sup> 1895 by this sum paid this date	14.70
7.00	Int on same to March 16 1895 - 28 days	2204.64
300.00	Credit March 16 1895 by this sum paid this date	2414.0
200.00	Int on same to Oct 22 1895	2180.24
1837		1018
89.49	Credit Oct 16 1895 by Proceeds Sam Hall note & Int	2190.42
1306.99	Interest on same to Jan 18 1897	11.50
1306.99	Credit January 15 1896 By part W. A. Parsons note 25.00	2178.92
	Interest on same to April 20 1897	78.44
	Credit January 18 1897 By Virginia note & Int 52.06	2257.36
	Interest on same to Feb 21 1899	110.00
	Credit April 20 1897 By balance note & Int	2147.36
	Interest on same to Oct 18 1897	152.58
	Credit Aug 10 <sup>th</sup> 1897 \$7.00 & Oct 18 1897 By \$300.00	2306.94
	Interest on same to Feb 21 1899	2206
	Credit Feb 21 1899 \$200 - (Part R. L. Pennington check)	2229.88
	Interest on same to Feb 2 1901	34.18
	Credit Nov 21 1899 By Com \$1837	2264.06
	Credit Feb 21 1901 By check 89.49	94.51
		2169.55
		64.36
		2233.91
		307.00
		1926.91
		155.11
		2082.02
		200.00
		1882.02
		2258.4
		2107.86
		2000.00



Statement and  
Calculation of the debts  
& Credits in this case

(AB)



.. This Deed made this 23rd day of July, 1894, between Henry J. Morgan, on behalf of himself and his associates in business under the name and title of Powell's Valley Bank, of the first part, and Rebecca J. Wood, wife of W.P. Wood, of the second part, both of the County of Lee and State of Virginia,

Witnesseth, That in consideration of the sum of one dollar, in hand paid, and also in consideration of the sums of money hereinafter stated and the assumptions and undertakings of the said Rebecca J. Wood to pay to the said Morgan the several sums hereinafter stated, a note for all which is executed by said Rebecca J. Wood to said Morgan for the use and benefit of Powell's Valley Bank <sup>for</sup> \$2500, payable four months after date, with interest from this date, which is the real and true consideration of this deed of conveyance, the said Henry J. Morgan doth by these presents give, grant, bargain, sell, release and convey unto the said Rebecca J. Wood a certain tract or parcel of land supposed to contain 250 acres, lying and being in Lee County, in the Long Hollow, and is the same farm on which the said Rebecca J. Wood and her husband, W.P. Wood, now lives, and the said tract of land is made up of 7 or 8 smaller pieces lying adjoining each other, and the following boundary as set out by course and distance will contain and embrace the several parcels, to wit:

Beginning on a white oak & hickory on the south side of the main road in the Long Hollow above W.P. Wood's store house, a corner to Mastine Collier's land, thence N. 48 E. 49 $\frac{1}{2}$  poles to a rock on the south side of said road; thence N. 19 W. 21 $\frac{1}{2}$  poles to a black walnut, now down; N. 27 E. 17 poles to a beech and water oak on the bank of Shaver's creek, in a line of Henry Baumgardner.



Baumgardner; and with his line S.36 $\frac{1}{2}$  E.10 poles to a rock; thence, leaving said line, S.45 W.4 $\frac{1}{2}$  poles to a rock where a white oak formerly stood, an original corner, in the hollow near the edge of the main road; thence, with the the main road, N.70 E. 13 poles, S.84 E.30 poles, S.54 E.20 poles and 16 links near a white oak, S.87 $\frac{1}{2}$  E.18 $\frac{3}{4}$  poles, N.77 E.24 poles, S.76 E. 14 poles, N.36 E. 11 $\frac{1}{2}$  poles, N.72 E.10 $\frac{3}{4}$  poles to a white oak, Mastin Collier's corner; thence, with his lines, S.14.W.14 poles, S.4.E.72 $\frac{1}{2}$  poles to a point in the road near a barn, N. 84 $\frac{1}{2}$  E. 13 poles to a rock, S.1 $\frac{1}{2}$  E.18 $\frac{1}{2}$  poles to a rock, S.32 $\frac{1}{2}$  W. 12 poles to a rock, S.82 W.7 poles to a rock on the bank of the road, a white oak bush marked as a pointer; thence with the road, S.25 $\frac{1}{2}$  W.20 poles to a small black oak bush on the south side of the road; thence, leaving the road, S.57 $\frac{1}{2}$  E.26 $\frac{1}{2}$  poles to a rock in the beard hollow & thence with said hollow N.36 $\frac{1}{2}$  E.27 $\frac{1}{2}$  poles to a black walnut, N.58 E.9 $\frac{1}{2}$  poles to a beech, N. 76 E.16 poles to a sugar tree, N.88 E. 15 poles to a black walnut, N.88 $\frac{1}{2}$  E.34 poles to a forked locust on the bank of Powell's river; thence down the river, S.13 E.17 poles, S.12 $\frac{1}{2}$  E.16 poles, S.27 E. 5 poles to a stake and iron wood, corner to Andrew Bruner's land; thence with his line, S.66 W.70 poles to a bunch of dogwood, corner to Jacob Poteet's land; S.27 $\frac{1}{2}$  E.23 poles to a rock, S.78 W.41 poles to a gum, stake & flat rock, N.67 $\frac{1}{2}$  W.6 $\frac{3}{4}$  poles to a rock, S.74 $\frac{1}{2}$  W.31 poles to a rock, S.21 $\frac{1}{2}$  E.2 $\frac{3}{4}$  poles to a rock, S.77 $\frac{1}{2}$  W.60 poles to three small gums near a short hollow, N.13 W.86 poles to a black oak and two black walnuts on a hill, S.54 $\frac{1}{2}$  W.89 $\frac{1}{2}$  poles to a chestnut, Spencer's corner; N.26 W.70 $\frac{3}{4}$  poles to a stake and dogwood, N.25 $\frac{3}{4}$  W.34 poles to a rock, N.37 $\frac{1}{2}$  E. 68 poles to a rock & thence N.50 W.8 poles to the beginning. To



have and to hold said tract of land, with all its appurtenances unto the said Rebecca J. Wood and her heirs forever, and the said Morgan covenants that he will warrant only specially the title to said tract of land, and the purchase price of said tract of land being \$2500 and the whole thereof being yet unpaid, the said Henry J. Morgan doth hereby reserve to himself the vendor's lien on said tract of land until said purchase money shall be fully paid. The tract of land here conveyed was bought by said Morgan on the 16th day of July, 1894, at a Trustee's sale at the price of \$500, and it was sold under a deed of trust executed by W.P. Wood & wife to C.E. Couk, Trustee, on the 5th day of September, 1892, and on the 13th day of July, 1894, there was due said Morgan and his associates in business under this deed of trust and which was secured thereby, the sum of \$2000.00 beside the costs and commission of sale; prior to this time said Wood & wife had executed another deed of trust on said land to John M. Morgan, Trustee, to secure a debt of \$330.00, with interest thereon from January 1, 1894, due to Henry J. Morgan and this debt on the 16th day of July, 1894, amounted to about \$500.00 and this deed of trust was executed about the month of June, 1883. At the sale of said land made July 16th, 1894, by said C.E. Couk, Trustee, he sold said land subject to the said debt of \$500.00 due said H.J. Morgan, and the latter becoming the purchaser the said land actually cost him \$1000, looking alone at his bid of \$500.00 so that it would still leave said W.P. Wood owing the said Morgan and his associates in business the sum of \$1500.00 besides cost and commissions of sale and as said Morgan and his associates in business have no other security for the payment of said \$1500.00 due them from said W.P. Wood except said land the said



Morgan required the said Rebecca J. Wood to assume and agree to pay as part of the purchase price of said land said sum of \$1500. and costs and commissions in addition to the \$1000. which said land cost said Morgan at said Trustees sale. Witness the following signature and seal.

Henry J. Morgan , (Seal.)

Virginia, Lee county, to wit:

I, C.E. Couk, a Notary Public in and for the County and State aforesaid, do certify that Henry J. Morgan, whose name is signed to the foregoing writing, bearing date July 23, 1894, has acknowledged the same before me in my county aforesaid, to be his act and deed. Given under my hand this 23rd day of July, 1894.

C.E. Couk, N.P.

Virginia, Lee county, to wit:

In the office of the clerk of said county, the 23rd day of July, 1894, this deed was presented and together with the certificate thereto annexed, admitted to record.

Teste: S.V.F. Richmond, clerk.

A copy from D.B. 30 274-'6.

Teste: B. M. Morgan, clerk.



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Rebecca J. Wood  
Haw & Reed  
Henry J. Morgan.

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(61)

D.B. 30 p. 274  
C. copy \$1.25-



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*Rebecca J. Wood*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the  
said court, on the *2<sup>nd</sup>* Monday in *February* 1901, to answer a bill in  
chancery exhibited against *her* in our said court by *Henry J. Morgan*

And have then there this writ. Witness, A. B. Munsey, Clerk of our said Court, at the court-house,  
the *2<sup>nd</sup>* day of *February* 1901, and in the 125<sup>th</sup> year of the Common-  
wealth. A copy, Teste:

*A. B. Munsey* Clerk.

Clerk.



Executed February 2nd 1851, by Delivering  
an attested office Copy of the within  
Subpoena to Rebecca J. Wood

D. P. Ely D.S.

for Wm. M. Milham D.C.

Henry J. Morgan  
VS. SUBPOENA  
IN CHANCERY.

Rebecca J. Wood

Pennington, Bros p. q.

To 1st February Rules.  
Circuit Court.